

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: ANDREW J. SIMKIW)	
MARIA SIMKIW)	
<u>Debtor</u>)	CHAPTER 13
)	
SANTANDER CONSUMER USA INC.)	Case No.: 20-12331 (MDC)
dba CHRYSLER CAPITAL)	
<u>Moving Party</u>)	Hearing Date: 8-1-23 at 10:30 AM
)	
v.)	11 U.S.C. 362
)	
ANDREW J. SIMKIW)	
MARIA SIMKIW)	
<u>Respondent</u>)	
)	
KENNETH E. WEST)	
<u>Trustee</u>)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Santander Consumer USA, Inc. dba Chrysler Capital (“Santander”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. That on May 18, 2020, Andrew and Maria Simkiw filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 28 U.S.C. 157 and 1334.
3. On July 31, 2019, the Debtor(s) entered into a retail installment contract for the purchase of a 2015 Ram 1500 bearing vehicle identification number 1C6RR7VT4FS727249. The contract was assigned to Chrysler Capital and the Debtors became indebted to Chrysler in accordance with the terms of same. Chrysler Capital is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the vehicle. A true copy of

the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B. Santander Consumer USA Inc. does business as Chrysler Capital.

4. The Debtors' account is past due post-petition from April 14, 2023 to June 14, 2023 with arrears in the amount of \$1,168.16.

5. As of June 21, 2023, the Debtors' account with Chrysler Capital had a net loan balance of \$10,431.49.

6. According to the June 2023 NADA Official Used Car Guide, the vehicle has a current retail value of \$21,075.00.

7. Santander Consumer USA Inc. dba Chrysler Capital alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Chrysler Capital lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtors are failing to make payments to Chrysler Capital and are failing to provide Chrysler Capital with adequate protection.

(b) Chrysler Capital has been unable to verify if the vehicle is insured; if the Debtors contest this Motion, they must provide Chrysler Capital with proof of valid, current insurance on the vehicle by the date of the hearing.

WHEREFORE PREMISES CONSIDERED, Santander Consumer USA Inc. dba Chrysler Capital respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Chrysler Capital to permit Chrysler Capital to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Chrysler Capital be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

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Local Counsel for Santander Consumer USA Inc. dba Chrysler Capital